

# COUNCIL ON LAW ENFORCEMENT EDUCATION AND TRAINING

## PROMISSORY NOTE

Oklahoma law, Title 70 O.S. §3311.11, requires individuals who attend basic Peace Officer certification training at the K.O. Rayburn Training Center to sign a promissory note to repay the State of Oklahoma for the basic training they receive, if the Officer leaves the law enforcement profession in Oklahoma prior to completing four years of service.

This is an agreement between CLEET and the individual signing this Promissory Note. Under no circumstances shall any city, county, or law enforcement agency be held liable by either CLEET or the individual signing this Promissory Note for any default, breach in terms of conditions, or payment due under this Promissory Note.

For purposes of explanation of the "Promissory Note" the following definitions apply:

1. *A Promissory Note ("the Note") is a written promise to pay a specific amount of money in accordance with the terms and conditions stated in the Note.*
2. *The Note is required by Oklahoma law, 70 O.S. § 3311.11, hereafter sometimes referred to as Oklahoma Law. (A copy of this law is set out at the end of this document for reference.) The law encourages a Peace Officer to remain in law enforcement in Oklahoma for at least 4 years after graduation and certification as a peace officer.*
3. *Oklahoma Law provides that an individual may not enter the CLEET Basic Academy unless they have signed the Note.*
4. *Following CLEET graduation and certification, an individual receives a credit of Three Dollars (\$3.00) against the money owed under this Note for each day the Officer is employed in Oklahoma law enforcement. This reduction includes, but is not limited to, regular days off, vacation, sick time, and holidays. As long as the Officer continues to work in Oklahoma law enforcement, the amount of money due under the Note continues to decrease. (The amount of the note is decreased daily and paid back over time through service as a full time peace officer.) If the Officer works continuously in Oklahoma law enforcement for 4 years after they are certified, the Officer will not owe any money under the Note.*
5. *If the Officer leaves Oklahoma law enforcement before the end of 4 years, the Officer has 90 days to find another job in Oklahoma law enforcement. If the Officer obtains new employment in Oklahoma law enforcement within 90 days, the Officer will resume repayment on the Note as if there were no interruption in service. The Officer will not receive credit for the time they are not employed in Oklahoma law enforcement, but will continue to receive credit under the Note beginning on the first day of employment with a new Oklahoma law enforcement agency.*
6. *If the Officer leaves Oklahoma law enforcement before the end of 4 years and is unable to find new employment in Oklahoma law enforcement within 90 days, the Note will be due and the Officer will owe to CLEET the amount left on their Note. For an example, if an individual works one year, and then leaves Oklahoma law enforcement, the Officer will owe  $\frac{3}{4}$  of the total amount (4 years minus 1 year equals  $\frac{3}{4}$  of the 4 years). If it is determined that the Officer owes money under the Note, the Officer will be given an opportunity to enter into a payment plan with CLEET.*

7. *If the Officer leaves Oklahoma law enforcement before 4 years and does not pay off the money due under the Note, and does make payments as agreed to in a payment plan, CLEET can file suit in District Court to enforce the Promissory Note. If CLEET obtains a judgment, CLEET may take action to collect any judgment.*
8. *If the Officer defaults on the note (that is, fails to pay), interest shall accrue at the statutory rate, compounded annually, from the date of default.*
9. *The Director of CLEET has the power to waive any or all of terms of the Promissory Note if the Officer enters active military service; or if there are unusual circumstances which the Director believes are sufficient; and the Director determines that waiver would be in the best interest of law enforcement. Application for a waiver of any or all terms of the Promissory Note must be made in writing, and must state the reasons for the request that the terms of the Promissory Note be waived. The decision on any waiver is entirely up to the Director. If the Director decides to waive any or all terms of the Promissory Note, the Director may require the individual to surrender his or her Certification.*
10. *Oklahoma law requires that a Promissory Note contain certain legal, technical language. **You may want to consult with your lawyer before signing this Note.** CLEET cannot give individuals legal advice.*
11. *In CLEET's Promissory Note, the terms "I" or "me" refer to the person who signs the note. In Oklahoma law, the person who signs the note is known as the "Maker", so any reference in the Note or in correspondence to "Maker" is a reference to the person who signs the Note.*
12. *The following paragraphs are the legal, technical part required by the Courts.*

**COUNCIL ON LAW ENFORCEMENT EDUCATION AND TRAINING  
BASIC ACADEMY ATTENDANCE REPAYMENT FOR DEFAULT  
PROMISSORY NOTE**

This Promissory Note is an agreement between CLEET and the individual signing this Promissory Note, who will be referred to as "I" or "Me" or "Maker."

This Note is made and signed by \_\_\_\_\_,  
(who may be referred to in this Note as "I" or "Me" or "Maker"), in favor of the Council on Law Enforcement Education and Training, (which may be referred to as "CLEET").

This Note is signed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**I understand and agree** that this Note is signed pursuant to 70 O.S. § 3311.11, and that the provisions of that law govern this Note, and the statute is incorporated by reference. ("incorporated by reference" is a term that means by referring to the statute in this Note, it is just like the statute was written out in full in this Note).

**I promise to pay** to CLEET the sum of Four Thousand Three Hundred Eighty Dollars (US \$ 4,380.00), together with interest and costs as set out in this Note. I understand that there are provisions for forgiving this Note, or waiving any or all of the terms of this Note, that are set out in detail later in this Note.

**I understand and agree** that if I do not comply with the law, the entire unpaid principal ("principal" is a word meaning the amount of money due without interest) and accrued interest, if any, shall become immediately due and payable on written demand by CLEET. The amount of interest, if any, will be based on the Statutory interest rate (the "statutory interest rate" is determined each year by the Oklahoma State Treasurer under 12 O.S. § 727.1). If any interest is due, it will be compounded on a yearly basis.

**I understand and agree** that the amount specified above (US \$ 4,380.00) will be reduced at the rate of Three Dollars (US \$3.00) per calendar day, beginning the first day after graduation and Certification continuing for each day I am employed by a law enforcement agency in Oklahoma. Any time that I am considered "inactive" under the CLEET rules, the amount due will not be reduced by \$3.00 per day.

**I understand and agree** that if I leave a position with an Oklahoma law enforcement agency, I have 90 days to find another job in Oklahoma law enforcement. If I do not get another job in Oklahoma law enforcement within 90 days, any and all money remaining under this Note is due immediately. I also understand that I may be able to enter into a payment plan with CLEET. The provisions for a payment plan are set out in another part of this Note.

**I understand and agree** that if it is determined that I owe money under this Note, CLEET and I may agree on a payment plan providing for periodic monthly payments on a specific day of each month, in whatever amount of monthly payment to which CLEET and I may agree. Any agreement for monthly payments must be in writing and signed by CLEET and by me. All monthly payments will be first applied to interest (if any is due), and then to principal.

**I understand and agree** that all payments must be made by a method acceptable to CLEET.

**I understand and agree** that I can pay off all or part of this Note at any time, and I will not be charged any penalty for paying early. All prepayments shall first be applied to interest (if any is due) and then to principal. I understand that if and when I pay this Note off entirely, I am not required by the Oklahoma Law to continue to work in Oklahoma law enforcement.

**I understand and agree** that all payments due under this Note shall be made at the offices of CLEET, located at 2401 Egypt Road, Ada, Oklahoma. I agree to make payments to another place if CLEET tells me in writing to do so.

**I understand and agree** that if I default on this Note, that I will pay all costs and expenses incurred by CLEET in enforcing the terms and conditions of this Note and/or collecting any monies owed by me to CLEET as a result of my default. I understand that this might include, but is not limited to, all reasonable attorney fees as permitted by law, and may include reasonable charges from a collection agency, and interest.

**I understand and agree** that if I fail to make any payment due under this Note, or if I violate any condition relating to this Note or the law, or if I file Bankruptcy, or if someone files an involuntary petition in bankruptcy or receivership and that petition is not vacated within thirty (30) days, the entire balance of this Note and interest (if any is due) shall be immediately due and payable to CLEET.

**I understand and agree** that the terms of this Note cannot be changed or waived unless there is a written agreement signed by CLEET and by me.

**I understand and agree** that CLEET may waive the money due under this Note, or any of the terms of the Note, pursuant to 70 O.S. § 3311.11 if I volunteer or I am drafted into active military service, or in unusual instances where, in the sole opinion of the Director of CLEET, waiving the money due, or any of the terms of this Note, is in the best interest of law enforcement.

**I understand and agree** that any decision to waive the money due under this Note, or any of the terms of the Note, is up to the Director, and the Director's decision is final. Any such decision of the Director shall be considered a Final Agency Action of CLEET. If the Director waives the amount due under this Note due to unusual circumstances, I understand that the Director may require me to surrender my peace officer certification.

**I understand and agree** that if I want CLEET to waive the money due under this Note, or any of the terms of the Note, for any reason, I must make my request in writing and that the request must be delivered to CLEET at 2401 Egypt Road, Ada, Oklahoma, 74820, unless or until I receive written notification that a different address should be used for correspondence.

**I agree** to waive notice and presentment ("notice and presentment" is a term for a formal process of informing you that you owe money under the Note and that it is due). I agree that CLEET can notify me that I owe money under this Note by using the delivery methods set out below.

**I understand and agree** that if a court determines that any portion of this Note is not enforceable under the law, all other provisions of this Note shall still be in full force and effect.

**I understand and agree** that any notice or other correspondence necessary because of this Note shall be mailed by United States Postal Service ("USPS") to the addresses listed below. I also agree that I will submit written notice to CLEET within fifteen (15) days of any change of address.



## **Attachment: Statutory Authority**

70 O.S. § 3311.11 (from www.oscn.net ):

A. Beginning November 1, 2009, any person or peace officer who desires to attend a basic law enforcement academy conducted by the Council on Law Enforcement Education and Training (CLEET) shall within ninety (90) days of hire and prior to CLEET admission, be required to score a minimum of seventy percent (70%) on a reading and writing comprehension examination approved and administered by CLEET to assure the applicant can read and write on a level necessary to perform the requirements of the CLEET academy.

B. Beginning November 1, 2009, any person or peace officer who desires to attend the basic law enforcement academy conducted by CLEET shall, prior to admission, be required to provide proof of a score of a minimum of seventy percent (70%) on a physical agility test approved by CLEET to assure the applicant is in sufficient physical condition to avoid unnecessary injury during the basic law enforcement academy training.

C. Beginning November 1, 2009, any person or peace officer, upon employment by a law enforcement agency and prior to attending a basic law enforcement academy conducted by CLEET, shall execute a promissory note for academy training expenses payable to CLEET whereby the person or peace officer promises to repay the note by remaining within the law enforcement profession in the State of Oklahoma in a position approved by rules and regulations of CLEET for four (4) years following graduation from the basic law enforcement academy.

D. The amounts due pursuant to subsection C of this section shall be reduced at a rate of Three Dollars (\$3.00) per calendar day beginning the first day after graduation from the basic law enforcement academy and continuing until the end of the Officer thousand four hundred sixty (1,460) days. If for any reason a peace officer leaves the employment of a law enforcement agency and does not reemploy with an approved law enforcement agency within ninety (90) days of the date of becoming inactive the obligation shall be considered due. Upon default of the note, if no agreement for payment or payment schedule has been agreed upon, the certification of the peace officer shall be suspended. For purposes of repayment, periods of time where a peace officer is inactive shall not be included in the the Officer-thousand-four-hundred-sixty-day employment period.

E. The amount of a promissory note for academy training expenses that is cancelled under the provisions of this section shall not be considered income for the purposes of Oklahoma State Income Tax. F. The Director of CLEET may waive any or all promissory note obligations for academy training expenses in instances where in the sole opinion of the Director, a waiver is in the best interests of law enforcement.

G. Violation of the provisions of subsection D of this section or the terms of the promissory note for academy training expenses entered into pursuant to this section shall give rise to a cause of action and suit may be commenced by CLEET for and on behalf of the State of Oklahoma for restitution of any and all sums plus interest at the statutory rate, costs and reasonable attorney fees. All promissory notes for academy training expenses, interest and fees collected pursuant to this section shall be deposited into the Peace Officer Revolving Fund provided for in Section 3311.7 of Title 70 of the Oklahoma Statutes. The provisions of this section shall not apply to persons who volunteer or are drafted into active military service subsequent to receiving CLEET training at state expense.